

COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2007 THROUGH DECEMBER 31, 2010  
BETWEEN

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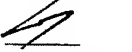
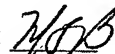
TOWNSHIP OF BRANCHBURG

AND

BRANCHBURG TOWNSHIP PUBLIC WORKS ASSOCIATION  
TEAMSTERS LOCAL 469

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Approved: Township of Branchburg:   
Branchburg Public Works Association: 

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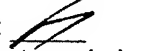
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Branchburg Public Works Association: \_\_\_\_\_

THIS AGREEMENT is entered into on this \_\_\_ day of \_\_\_\_\_, 2007, by and between the Township of Branchburg in the State of New Jersey (hereinafter referred to as the "Township") and the Branchburg Township Public Works Association (hereinafter referred to as the "Union").

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

#### ARTICLE 1 - RECOGNITION

The Township recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for the following employees in the Township Public Works and Sewer Departments: operator/workers, custodians, mechanics, crew leaders. Excluded from the bargaining unit are: Licensed sewer operators, Department supervisors, all employees of other Township departments. This recognition is pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, NJS 34:13A-1 et seq.

#### ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Member" -- a regular, full-time employee of the Township who is a member of the group represented by the Union

"Administrator" -- the Township Administrator, Assistant Administrator or other person designated by the Township Committee

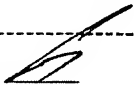
"Department Head" -- the head of a department or other person designated by the Township Committee.

#### ARTICLE 3 - UNION MEMBERSHIP

The Township recognizes that every Member shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations. No Member shall be disciplined, reprimanded, reduced in rank, or have an increment withheld without just cause. Nothing in this Agreement shall be construed to deny or restrict to any Member such rights as the Member may have under New Jersey statutes, regulations or the State Constitution, as well as the United States Constitution or laws of the United States.

#### ARTICLE 4 - UNION DUES

4.1, Deduction. The Township agrees to deduct from Members' salaries dues for the Union when Members have voluntarily authorized the deduction. Such deductions shall

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be made in compliance with NJS 52:14-15.9e. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month, and immediately delivered or forwarded to: Teamsters Local Union No 469, 3400 Route 35, Suite 7, Hazlet, NJ 07730.

4.2, Changes. Whenever there is a change in the Members in the bargaining unit, the Township further agrees to forward a list of hires and terminations to the Secretary Treasurer of the Union, and that the transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions.

## ARTICLE 5 - MANAGEMENT RIGHTS

The Township shall remain exclusively vested with all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its operations, properties and facilities, and the activities of its employees; including the right to full and exclusive control, direction and supervision of employees;
2. To right to hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
3. The right to change jobs or establish new jobs;
4. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
5. The right to promulgate and enforce reasonable rules and regulations for the conduct of employees.
6. The only limitation on the Township's management rights shall be the seniority and other provisions specifically contained in this Agreement.

## ARTICLE 6 - ASSIGNABILITY

No provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any change in the organization or name of the Union.

## ARTICLE 7 - PENSIONS

The Township is presently participating in the New Jersey Public Employees Retirement System (P.E.R.S), and will continue to do so. The Township shall make such contributions to the Plan for each Member as the Plan requires.

## ARTICLE 8 - UNION REPRESENTATIVE VISITATION

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Authorized representatives of the Union shall be permitted to visit the facilities or operations of the Township during working hours. The representatives will make advance arrangements with the Administrator and will be accompanied by the Administrator or by a Department Head assigned by the Administrator. No meetings with Members will take place during working hours.

#### ARTICLE 9 - BULLETIN BOARDS

The Township will provide bulletin boards for each department represented by the Union for the exclusive use of the Union.

#### ARTICLE 10 - WAGES

##### 10.1, Rates of Pay.

10.1.1. Each Member's compensation shall be based on the Member's position, service step, and the Step Values in effect from time to time. Members shall move from the "Probation" service step to "Year 1" after one year of service, and from year to year thereafter (to the top pay for the respective positions) on the anniversary date of their employment with the Township. Members hired prior to 12/31/03 shall be entitled to the probationary/next six months salary increase in 2004. Members hired after 12/31/03 shall be required to work one year before an increase is provided.

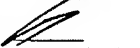

10.1.2. Effective January 1, 2007 the pay rate for each service step of each position shall be as shown on Appendix "A" attached hereto. Each Member who is employed on the date of execution of this Agreement shall be entitled to the retroactive pay rate increase for the time actually employed by the Township.

10.1.3 Effective January 1, 2004, the positions of "Sewer Operator", "Laborer/Driver", "Equipment Operator 1" and "Equipment Operator 2" shall be eliminated. All employees in these classifications shall be reclassified as "Operator/Worker". The new title of Operator/Worker shall have two steps, called Year 1 and Year 2. Employees who were in Year 4 or Year 5 of their former title on December 31, 2003, shall be placed in Year 2 of their new title (Operator/Worker) effective January 1, 2004. Employees who were below Year 4 of their former title on December 31, 2003 shall be placed in Year 1 of their new title (Operator/Worker) effective January 1, 2004.

10.2, New Classifications. If the Township creates jobs different from those set forth in this Agreement, the Township agrees to meet with the Union in order to classify and set rates to be paid in connection with said new jobs.

10.3, Call-in Pay. Members called in for emergency work on days other than Holidays shall receive a guarantee of three (3) hours pay. Members called in for emergency work on Holidays shall be guaranteed two (2) hours pay. Members called in to work, prior to

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the start of the regular work day, shall be guaranteed a minimum of one hour paid at time-and-one-half their regular rate.

10.4, Reporting Pay. A Member who reports for work at his regular starting time and who has not been given at least twelve (12) hours previous notice not to report, shall receive eight (8) hours straight-time pay.

10.5, No Reduction. No Member shall suffer a reduction in his basic hourly rate of pay, nor will any financial benefit now being enjoyed by Members (regardless of the method of computation) be taken away as the result of the signing of this Agreement.

10.6, Injured Members. A Member suffering from an injury arising out of and in the course of his employment, who is required to discontinue work as a result of the injury, will be paid from the time of his injury to the end of the shift on the day of such injury.

10.7, Temporary Assignments. A Member may be assigned to work in a higher job classification from that to which he is regularly assigned. Any Member so assigned shall, for the first two (2) full work weeks, receive his regular rate of pay. If the Member then continues working in the higher job classification, he shall receive a rate of pay equal to the minimum rate paid to any Member in the higher job classification for as long as he works in the higher job classification.

#### ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.1, Work Day. The regular work day shall consist of eight (8) consecutive hours.

11.2, Work Week. The regular work week shall consist of five (5) consecutive work days, forty (40) hours, Monday through Friday.

11.3, Overtime.

11.3.1. Members shall be paid one and one-half times their regular rate for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. Members shall be paid two (2) times their regular rate for all hours worked in excess of sixteen (16) continuous hours per day.

11.3.2. Sunday Work: Members requested to work on Sunday shall be paid at two (2) times their regular rate for all hours worked in excess of forty (40) hours per week.

11.3.3. Holiday Work: Members requested to work on a holiday shall be paid at two and one-half (2.5) times their regular rate for all hours worked in excess of forty (40) hours per week.

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11.3.4 "Hours worked" for the purpose of sub-paragraphs 11.3.2 and 11.3.3 above shall include eight (8) hours for each regular holiday, vacation day, personal day or bereavement day taken by the Member during the week.

11.3.5. A rotation system shall be instituted to provide an equal opportunity for overtime to all Members. Overtime records shall start on January 1st and run through December 31st, a period of one (1) year.

## ARTICLE 12 - GRIEVANCE PROCEDURE

It is the intent of the Township of Branchburg to administer fairly the daily operation of the Municipal Offices with due regard to Members, the public and the taxpayers. Should the rights of a Member in his or her opinion be infringed upon, or should the Member believe that any rule or regulation be unfair or unfairly applied, it is the right and prerogative of the Member to appeal to his or her superiors for a review of the complaint according to the following procedure:

Step 1. All grievances shall first be presented in writing to the Department Head. It is the Department Head's responsibility to arrange a mutually satisfactory settlement as quickly as possible and reduce such settlement to writing.


Step 2. If, within five (5) working days, the grievance is not mutually resolved between the Member and the Department Head, the Department Head or Member may appeal to the Administrator. All appeals shall be presented in writing to the Administrator stating the facts and nature of the complaint. The Administrator will review the facts concerning the grievance at a meeting with the Member and the Department Head and shall prepare a written report with a decision on the grievance within fifteen (15) days thereafter.

Step 3. Failing a solution, any affected party may, within ten (10) days, make a written request that the Township Committee hear and decide the grievance at a hearing at which all affected parties shall be heard. The Township Committee shall conduct the hearing and shall render a written decision, which shall be given to all affected parties within thirty days of receipt of the appeal. All papers and documents relating to a grievance and its disposition will be placed in the Member's Personnel file.

## ARTICLE 13 - EMPLOYMENT PRACTICES

13.1, New Hires; Medical Examination. The Township Committee must approve any new position and authorize the hiring of each employee. Prospective employees must pass such medical examination and further investigation as deemed necessary by the Township Committee, both to be conducted at Township expense. The Township may also, after supplying written reasons to the Member, require any Member to undergo medical examination during employment at Township expense.

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13.2, Substance Abuse Testing. Any substance abuse testing required of a Member by State or federal law, or by the Township, related to the Member's work with the Township, shall be paid for by the Township.

#### ARTICLE 14 - SAFETY

A joint Labor-Management Safety Committee shall be established consisting of three (3) Union members from the local membership and such Township membership as shall be established by the Township. Each Safety Committee will hold a meeting on the first working day of each month.

#### ARTICLE 15 - HEALTH BENEFITS

The Township shall provide the following insurance or its reasonable equivalent for Members:

- New Jersey State Health Benefits Program. Effective January 1, 2008, health benefits for all Members shall be paid for by the Township at 100% of the cost of coverage for the lowest cost health plan offered by the Township for which they are eligible. Members choosing another plan will be responsible for all premium differentials.
- Disability Insurance. Disability benefits for non-job related injury or illness shall commence after a 30 calendar day waiting period at 70 percent of the Member's weekly salary. During the 30 calendar day waiting period, the Member shall either take unpaid time or, at the Member's option, may use any accrued sick, vacation or personal days. Waiting period time shall be charged to any accrued sick, vacation or personal days (in that order) unless the Member provides advance written notice of another choice to the Administrator. The actual terms and duration of coverage shall be governed by the terms of the disability insurance plan purchased by the Township.
- Dental Insurance for Members and their dependents.

#### ARTICLE 16 - HOLIDAYS

16.1, Holidays Designated. The following days will be considered as official holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day

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Labor Day  
General Election Day  
Thanksgiving Day  
Friday following Thanksgiving  
Afternoon (half day) of Christmas Eve\*  
Christmas Day  
Afternoon (half day) of New Years Eve\*

\* If the Holiday (Christmas/New Year) falls on a weekend, these days will be honored on the workday immediately preceding the holiday.

16.2, Day Observed. When an official holiday falls on a Sunday, the following Monday shall be observed as that holiday. When an official holiday falls on a Saturday, the preceding Friday will be observed as that holiday.

16.3, Floating Holidays. In addition to the foregoing designated holidays, each Member shall be entitled annually to three floating holidays, which may be taken after receiving pre-approval from the Member's supervisor.

#### ARTICLE 17 - VACATIONS

17.1, Allowed Vacation. Members shall receive the following annual vacation with pay:

17.1.1. In the first calendar year of employment: one-half day of vacation for each full calendar month worked.

17.1.2. During the following calendar year: Two weeks.


17.1.3. For members hired prior to the effective date of this contract: Years 5-9 of service: Three weeks per year after the completion of each year of service.

17.1.3.1 For members hired after the effective date of this contract: After completion of five (5) years of service, and at the commencement of the following calendar year, member shall be entitled to three (3) weeks vacation during each calendar year.

17.1.4. For members hired prior to the effective date of this contract: Completion of service of 10 years (beginning of 11<sup>th</sup> year of service) or more: Three (3) weeks plus 1 day for each year after completion of the 10th year.

17.1.4.1 For members hired after the effective date of this contract: After completion of ten (10) years of service, and at the commencement of the following calendar year, member shall be entitled to three (3) weeks vacation plus one day accrued for each additional calendar year of service thereafter.

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17.2, Holiday During Vacation. A holiday occurring during a Member's vacation period shall not be counted as vacation time.

17.3, Vacation Plans. Prior to April 1, each Member shall file with the Department Head, and each Department Head shall file with the Administrator, a vacation schedule. Each department may reasonably limit the number of employees on vacation at a time, and the number of employees on disability may be considered as one factor in setting a limit. In the event of a conflict of vacation dates of key employees in one or more departments that cannot be satisfactorily resolved, the Township Administrator may request a review of the schedule(s) for the department(s) affected, and his/her decision shall be final. In the event of conflict, seniority shall take precedence.

17.4, Vacation Periods. Members are urged to take vacation in periods of one week and not more than two weeks. Under unusual circumstances, with recommendation of the Department Head, the Administrator may authorize vacation periods of less than one day or more than two consecutive weeks. Under no circumstances shall vacation days be taken in less than one-half day increments.

17.5, Advance Vacation Pay. Members may receive vacation pay on the day prior to their vacation as long as a request for advance vacation pay has been received by the Treasurer's office at least one (1) week in advance.

17.6, Vacation Carry-Over. Vacations shall be completed within the calendar year and may not be accumulated unless approved by the Department Head and Township Administrator. Such approval will not be unreasonably withheld. Members must request the carry over of any unused vacation from the Township Administrator by December 31 of the current year. A maximum of ten (10) days unused vacation may be carried over to the following year. Any such carried over vacation must be used by April 30 of the following calendar year or it will be forfeited by the Member. Members hired after to the effective date of this agreement are limited to a maximum accrual of 30 days vacation.

If the Township requires a Member to cancel a vacation after November 1, the Member shall be entitled to carry the vacation until April 30 of the following year. Carry over vacation days of this nature shall be used by April 30 of the following year or it will be forfeited by the Member.

17.7, Preference for Seniority. Vacations will, so far as possible, be granted at the time most desired by the Member, but the final right to allotment of vacation period is reserved to the Township in order to insure normal operations. However, Members with seniority will be given preference for vacation weeks.

## ARTICLE 18 - SENIORITY

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18.1, Seniority Recognized. The Township recognizes the principle of seniority; namely, Members having the greatest time of service in the employment of the Township shall have preference for advancement, retaining and regaining employment in case of any curtailment or expansion of operations subject to the individual qualifications of the Members.

18.2, Probationary Period. New Members shall be on probation for a period of six months and until granted permanent status by the Township Committee. It shall be the responsibility of the Department Head to submit a written report with recommendations to the Administrator at least two weeks prior to the expiration of the probationary period. A copy of the written report shall be given to the Member for review and comment. The Administrator shall transmit the written report, and the Member's comments if any, to the Township Committee for review. The review date shall be held no later than the first Township Committee meeting after the expiration of the six (6) month period. During probationary period members are subject to termination without notice, cause or hearing.

18.3, Loss of Seniority. A Member shall lose seniority and will be taken off the seniority list upon:

- Resignation
- Discharge for cause
- Layoff for a period in excess of eighteen (18) months.

18.4, Re-Employment after Lay-Off. Each Member on layoff shall be notified by the Township of the first opportunity for re-employment, such notice of recall to be given in writing to such Member's last known address filed with the Township. Any Member who fails to accept an offer for re-employment within ten (10) days after mailing of notice shall forfeit seniority rights with respect to employment. The rights of a Member to recall shall lapse after eighteen (18) months from the date of layoff.


18.5, Physical Ability. If a Member is physically unable to perform his regular job assignment due to health or other physical reasons, and, at the same time, is physically able to satisfactorily perform other job assignments within the bargaining unit, the Township will endeavor to assign the Member to another job assignment in line with seniority and ability.

18.6, Posting and Bidding.

18.6.1. Whenever a vacancy or new position occurs in the bargaining unit, the Township shall post a notice of such openings on the Bulletin Boards. The Notice shall state the job classification and rate range of the job that is open for bidding.

18.6.2. This Notice shall remain for seven (7) calendar days dating from the date of posting.

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18.6.3. When a job is posted, Members may apply for the opening in the same manner as new employees and will be considered by seniority, qualifications, availability and/or such other criteria as determined by management. A Member who bids or and is transferred to a new position may voluntarily return to the former position within two (2) weeks of transfer, without penalty.

18.7, Reduction in Force. In case of any necessary reduction in force, the Township shall post notice not less than 72 hours in advance. Any reduction in force shall be strictly in order of least seniority.

#### ARTICLE 19 - JURY DUTY

Any Member serving on jury duty will receive regular earnings but is expected to report for work any time not performing jury duty.

Members shall forward a copy of their jury notice to the Director of Public Works no less than 72 hours in advance of reporting for jury duty.

Compensation paid for jury service up to five dollars (\$5.00) per day may be retained by the employee; compensation in excess of five dollars (\$5.00) per day shall be paid over to the Township

#### ARTICLE 20 - BEREAVEMENT LEAVE

All employees shall be entitled to paid bereavement leave of five days in the case of the death of an immediate member of his/her family, spouse's family, or domestic partner's family. An immediate member of the family is defined as spouse, domestic partner, child, parent, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. It shall also include any person who was a permanent resident in the member's household.

Two days paid bereavement leave shall be granted in the case of the death of an aunt, uncle, niece or nephew.

#### ARTICLE 21 - NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Township, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, or national origin, or any other protected characteristic under state or federal law, with respect to any term or condition of employment or Union membership, including employment, upgrading, or promotion, demotion or transfer, recruitment, advertising, layoff or termination; rates of pay or other forms of compensation; job assignment or selection for training, including apprenticeship; and all other conditions of employment, Union activities, or otherwise.

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Reference in this Agreement to "he", "his" or "him" is for convenience only, and shall be deemed also to refer to "she", "hers" and "her". There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

## ARTICLE 22 - WORK CLOTHING

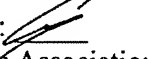
22.1, Uniforms. The Township will provide each Member with eleven (11) sets of uniforms at no cost to the Member. The Township will provide for cleaning of uniforms at no cost to the Member, but only as many sets of uniforms as are turned in by the Member each week shall be cleaned and returned. The Township shall also replace as budgeted all uniforms which are worn out or damaged beyond repair during the course of work, except uniforms which are damaged or destroyed due to the negligence of the Member, which shall be repaired or replaced at the Member's expense. Uniforms shall be returned to the Township upon termination of employment of the Member.

22.2, Other Clothing. Foul weather gear, specialized safety gear and shirts and caps which bear the Township insignia shall be supplied, as required by the Member's work, during appropriate seasons as budgeted by the Township at no cost to the Member. All items bearing the Township insignia and all safety gear shall be returned to the Township upon termination of employment of the Member.

22.3, Work Shoes, Fall & Winter Gear. For the period covered by this contract, the Township will cover expenses up to \$495 annually. The Member is responsible for purchasing safety shoes and fall/winter gear. Safety shoes that are purchased must meet ANSI-Z41 Standard of Protection. Winter gear is classified as jackets, sweatshirts, coveralls and bibs that are worn during the colder months in the performance of the Members daily duties. By November 1<sup>st</sup> of each year the Member must submit to the Township's Finance department all receipts for the clothing they have purchased. The Township will reimburse 100% of expenses validated with a receipt. Any balance of the \$495 not validated with a receipt will be paid to Member in subsequent payroll (the Township will withhold applicable taxes and payroll charges). The Township will issue one check for all valid reimbursements. Members not submitting receipts by November 1<sup>st</sup> will automatically receive their expenses (or any balance thereof) via a payroll check.

At any point during the course of the calendar year, but prior to November 1st, any Member may request, in writing to the Township Administrator, their annual expenses be paid via Township payroll (less applicable taxes). Such a request will preclude the Member from submitting for any reimbursable expenses under this section.

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Branchburg Public Works Association: E.P.

All clothing purchased with Township funds continues to be property of the Township.

## ARTICLE 23 - TIME ATTENDANCE AND PERFORMANCE

23.1, Absence/Notification. Each Member shall notify the DPW Director or designee without delay if he or she will be absent from work and the reason for said absence (such as vacation, illness, personal time or other permitted time off) on the date of the absence and this shall become part of the Member's personnel file. If the DPW Director or designee cannot be reached, Member must contact a DPW Foreman. If none of the above individuals can be contacted the Member must contact the Administrator.

23.2, Hours. Hours for all departments shall be posted.

23.3, Lateness. Members are expected to be on time. Recurring or chronic tardiness shall be reported by the Department Head to the Administrator and recorded in the Member's personnel file.

23.4, Lunch. Each Member is entitled to a one-half hour lunch period.

23.5, Work Breaks. Each Member is entitled to a fifteen (15) minute break between the start of work and lunch, and a fifteen (15) minute break from work between lunch and the end of work, as scheduled by the Department Head.

## ARTICLE 24 - SICK LEAVE

24.1, Allowed Sick Leave. Sick leave for illness of Members is authorized as follows: one sick day with pay for each month worked. Unused sick days may be accumulated to a maximum of sixty (60) days. All sick days accumulated prior to January 1, 1990, and all sick days unused since January 1, 1990, shall be carried over. Any day or days taken off for other than work-related illness or injury will be deducted from the cumulative leave.

24.2, Non-Job Related Disability. A Member who is disabled for a non-job related injury or illness shall receive disability insurance benefits provided for in Article 15. There shall be no change in the prior practice with respect to disability payments for job-related injury or illness.

24.3, Compensable illness or injury. Members will be paid the difference between compensation payment and full salary for twenty (20) working days for each full year worked, cumulative over a three year period. Additional pay beyond this period may be permitted only upon the recommendation of the Department Head and approval of the Township Committee.

24.4, Permissible Use of Sick Time. The following are allowable as sick days:

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Branchburg Public Works Association: \_\_\_\_\_



24.4.1. Absence of a Member from duty because of personal illness or injury if the Member is unable to perform the usual duties of his or her position.

24.4.2. Exposure to contagious disease when the Member is placed under quarantine by a duly constituted health authority.

24.4.3. Members who call out sick the day before or the day after a holiday shall not be paid for that day unless the Member produces a statement from their physician supporting their illness. Unexcused leave shall result in disciplinary action.

24.5, Physician's Statement. Upon recommendation of the Department Head, the Administrator may require a Member on sick leave to provide a physician's statement either during sick leave or after returning to work. If the request is made after the Member has returned to work or if the Member has not been under the care of a physician, the Member may have the statement prepared by the Township Physician at Township expense. A Member on sick leave more than five (5) days shall report to the Township Physician for examination and report to the Township Committee.

#### ARTICLE 25 - PERSONAL LEAVE


Upon the approval of the Department Head and Administrator, which approval will not be unreasonably withheld, a Member may be granted up to three (3) personal leave days each calendar year for the transaction of urgent or personal business. Personal leave days with pay may not be accumulated beyond the calendar year. Personal days shall not be taken in conjunction with or as part of vacation days. Under no circumstances shall personal leave be taken in less than one half-day increments. Personal business shall be defined as attendance to legal matters, doctors' and dentists' appointments and similar circumstances and personal emergencies.

#### ARTICLE 26 - LEAVE OF ABSENCE

26.1, Request. A leave of absence without pay may be requested by a Member who shall submit all facts bearing on the request in writing to the Department Head. The Department Head will make recommendations in writing to the Administrator, who shall forward the request to the Township Committee. The Township Committee will consider the request and grant or reject the requested leave of absence.

26.2, Military Duty. Upon providing a copy of the Member's military orders in advance, a Member shall be granted temporary leave of absence for active duty Reserve training in the military service, not exceeding fifteen (15) days in any fiscal year. During such leave, Members shall receive the difference between the regular salary and Governmental pay.

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Branchburg Public Works Association: E.P.

## ARTICLE 27 - MISCELLANEOUS

27.1, Primary Job. It is understood that Members will consider their positions with the Township as their primary jobs. Any outside employment must not interfere with a Member's efficiency or constitute any conflict of interest. Members shall perform no private work in their fields within the Township or with any person or business doing business with the Township.

27.2, Work Improvement. Members are urged to seek ways and means of effective work improvement and to make suggestions to their Department Heads for doing a better and more efficient job.

27.3, Gifts. Members shall not accept gifts or articles of value in appreciation when carrying out performance of their duties.

27.4, Situations Not Covered. Conditions or situations not required by law to be collectively bargained and not specifically covered by this Agreement shall be referred to the Administrator for recommendation to and decision by the Township Committee.

27.5, General Time Off. The Administrator, with the approval of the Mayor, may declare general time off for Members under unusual or extreme circumstances that would affect the well-being of Members. Such time off is with pay and is applicable only to those Members working at the time the decision is made.

27.6, Absence Without Notice or Justifiable Cause.

27.6.1. A Member absent for more than three days without notice to the Department Head or the Administrator may be considered to have resigned without notice and no longer in the employ of the Township.

27.6.2. A Member absent for more than three consecutive days without justifiable cause may be considered to have resigned and no longer in the employ of the Township.

27.7, Absences. All unauthorized and unreported absences shall be considered absent without leave and deduction of pay shall be made for such absences. Members are limited to one day leave without pay per 12 month period. The leave request must be submitted to the Director of Public Works at least three days prior to the requested leave date. Unexcused leave taken in excess of one day per 12 month period and unpaid leave which is unapproved but taken, shall result in disciplinary action.

27.8, Records of Leave. Not later than each March 31, the Township will provide to each Member a statement of accrued sick leave through December 31 of the prior year. Records of the accrual and use of sick, vacation and personal leave shall be updated and made available to each Member quarterly.

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Branchburg Public Works Association: \_\_\_\_\_

27.9, Driver Licenses. The Township requires and the Union recognizes, that all positions within the union, with the exception of the Custodian, require the Member to maintain a minimum of Class B CDL. The Township shall reimburse each Member for the fee paid to the State of New Jersey for the issuance of Commercial Driver License endorsements, and subsequent renewals, if the position held by the Member requires the Commercial Driver License. The Member shall maintain all driver licenses, as required by the Member's position, in good standing at all times during employment with the Township. Any Member who has the required licenses revoked or suspended must immediately notify, in writing, the head of the Department of Public Works.

27.10, Credit Union Deductions. The Township shall allow for and shall agree to make deductions from members' pay for the purpose of depositing said funds into a single credit union which is to be designated by the Branchburg Public Works Association.

#### ARTICLE 28 - RESIGNATION, SUSPENSION OR DISMISSAL

28.1, Resignation. Any Member who wishes to resign, or retire, shall submit to his Department Head written notice of resignation at least two weeks prior to the effective date of resignation. Any Member giving required notice shall be paid for accrued unused vacation days. Any Member failing to give such notice shall forfeit accrued benefits.

28.2, Suspension. The Department Head or Administrator may suspend a Member for cause without pay for a period up to five (5) days.

28.3, Dismissal. A Member may be discharged or suspended from the service of the Township by the Township Administrator in accordance with applicable disability laws. The causes sufficient for removal or suspension from the service shall include, but are not limited to, the following:

- neglect of duty;
- absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked;
- incompetence, inefficiency, or incapacity due to mental or physical disability;
- insubordination or serious breach of discipline;
- intoxication while on duty;
- conviction of a criminal act;
- conduct unbecoming a public employee;
- dishonesty;
- excessive absenteeism or tardiness.

28.4, Procedure.

28.4.1. If any Member is suspended or charged with an offense which may lead to dismissal, a written report stating factual findings and recommended disposition shall

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Approved: Township of Branchburg:

Branchburg Public Works Association: E.P.

be prepared by the Department Head or Administrator. A copy of the report shall be provided to the Member and to the Union.

28.4.2. If the Member is dissatisfied with the factual findings or disposition, the Member may request non-binding mediation. The request shall be presented in writing to the Administrator. The Administrator will request the Public Employment Relations Commission to appoint a mediator in accordance with the rules of that Commission. The mediator shall investigate the facts and prepare a written report with recommended findings and disposition. The cost of the mediator shall be paid equally by the Union and the Township. The mediator's report shall be referred to the Administrator for possible change in the resolution of the matter.

28.4.3. Failing a solution after mediation, or if no mediation is requested, any affected party may, within ten (10) days, make a written request that the Township Committee hear and decide the matter at a hearing at which all affected parties shall be heard. The Township Committee shall conduct the hearing and shall render a written decision which shall be given to all affected parties within thirty (30) days of receipt of the appeal.

#### ARTICLE 29 - MEANING AND INTERPRETATION OF THIS AGREEMENT

29.1, Interpretation. This Agreement shall be interpreted under the law of the State of New Jersey and the rules and regulations of the New Jersey Public Employment Relations Commission.

29.2, Township Authority. Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, ordinance or resolution upon the Township or any Township official, or in any way abridge or reduce their authority.

29.3, Other Applicable Laws. Nothing contained in this Agreement shall be construed to deny or restrict the rights which any Member may have under any other applicable laws and regulations.

29.4, Invalidity. If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired.

29.5, Headings. The various paragraph headings in this Agreement are for convenience only and do not form a part of the Agreement.

#### ARTICLE 30 - DURATION

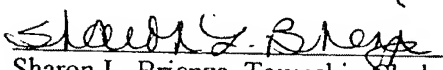
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Approved: Township of Branchburg: \_\_\_\_\_  
Branchburg Public Works Association: \_\_\_\_\_

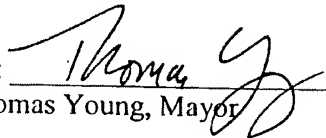
30.1. Effective Dates. This Agreement shall be effective as of January 1, 2007, and shall remain in full force and effect to and including December 31, 2010, and shall continue in full force and effect from year to year thereafter, unless either party hereto desires to change or modify any of the terms or provisions of this Agreement.

30.2. Change or Modification. The Party desiring the change or modification must notify the other Party to this Agreement in writing. Should either party to this Agreement serve such notice upon the other party, a joint Conference of the Township and the Union shall commence not later than thirty (30) days after receipt of such notice.

WITNESS:

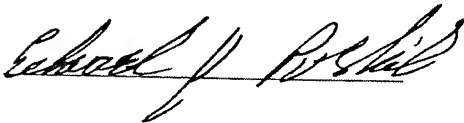
Township of Branchburg


  
Sharon L. Brienza, Township Clerk

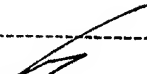
By:   
Thomas Young, Mayor

WITNESS:

Branchburg Township Public  
Works Association



By:   
Michael Broderick, Teamsters Local 469

Approved: Township of Branchburg:   
Branchburg Public Works Association: E.P.

Township of Branchburg and the Branchburg Public Works Association January 1, 2007 through December 31, 2010 Appendix "A"					
	Year 1	Year 2	Year 3	Year 4	Year 5
Crew Leader					
2007	22.93	23.98	25.10	26.28	27.50
2008	23.73	24.82	25.98	27.20	28.47
2009	24.56	25.69	26.89	28.15	29.46
2010	25.42	26.59	27.83	29.14	30.49
Mechanic					
2007	24.75	25.91	27.11	28.39	
2008	25.62	26.82	28.06	29.39	
2009	26.51	27.75	29.04	30.41	
2010	27.44	28.73	30.06	31.48	
Operator/Laborer/Driver					
2007	21.92	23.09			
2008	22.69	23.90			
2009	23.49	24.74			
2010	24.31	25.60			
Custodian					
2007	20.07	20.97			
2008	21.50	21.71			
2009	22.25	22.47			
2010	22.20	23.25			

Approved: Township of Branchburg: \_\_\_\_\_  
Branchburg Public Works Association: \_\_\_\_\_